

PERFORMANCE WORK STATEMENT

FOR

AIRBORNE SENSOR PLATFORM EVALUATION

AT

Edwards AFB, California

March 30, 2017

AIRBORNE SENSOR PLATFORM

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SECTION I

1.0 DESCRIPTION OF SERVICES

1.1 General Scope. This is a non-personal services contract to provide (1) Airborne Sensor Platform (ASP) for Qualitative Evaluation (QE) flights at USAF Test Pilot School (TPS) along with a qualified flight instructor(s) and sensor operator. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1.1 Overview Description of Services/Introduction. The Contractor shall provide all management, personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform flight and instruction as defined in this Performance Work Statement (PWS). The Contractor shall perform to the standards in this contract. This includes the planning, coordination, and surveillance of the activities necessary to ensure disciplined work performance and timely resources application to accomplish all tasking under the contract. The Contractor shall be responsible for maintaining communication with the Contracting Officer (CO) and Program Manager (PM), and to immediately notify both of any problems that would prevent timely performance of this contract. The Contractor is responsible for and required to implement, and maintain management control system necessary to plan, organize, direct, and control all activities under this contract.

1.2 Background. The USAF TPS QE program hires contractors to bring aircraft exhibiting unique flying or mission systems characteristics to TPS. These aircraft are used to broaden USAF TPS students' experience with thorough exposure to unfamiliar aircraft and mission systems. This allows each student to have experience a broad range of aircraft as they develop their technical expertise as flight test professionals.

1.3 Objectives. The objective of this program is to provide TPS students and staff with experience operating and evaluating advanced RADAR and Optical Sensor Systems.

1.4 Scope. The aircraft must be able to carry a minimum of two students and one TPS instructor in addition to the contractor sensor Subject Matter Expert (SME) for a minimum sortie duration of two hours. This will allow approximately 0.7 to 1.0 hour of flying sensor training for each student in a sensor operating position, for up to 28 students and staff. If the aircraft can carry three or more students plus staff, then the sortie would be extended accordingly to allow at least 0.7 to 1.0 hours to allow each student the opportunity to operate the sensors. Schedule is subject to change depending on the needs of TPS.

1.5 Inherently Governmental Function. The Contractor shall not perform Inherently Governmental Functions as defined in FAR Subpart 7.5 in relationship to this PWS.

1.6 Period of Performance. Base Period: 24 April 2017 to 9 June 2017

1.7 Place of Performance. The Contractor shall perform the services in the PWS at Edwards Air Force Base (EAFB), CA.

1.8 Specific Tasks.

1.8.1 Pre-deployment. The Contractor will provide USAF TPS, no later than 3 days prior to first performance, the following:

1.8.1.1 A copy of all briefing material used for curriculum support and likewise submit any changes in briefing materials to the PM for approval. The Contractor shall include with briefing material a list of any required audio/visual equipment.

1.8.1.2 One copy (paper or electronic) of the aircraft/sensor operating manual to the PM.

1.8.2 Scheduling. Sorties will be scheduled on all approved TPS fly days until the desired number of sorties are completed. The PM will give the Contractor 5 days' notice of tentatively or soft scheduled sortie dates. If the date changes due to TPS and/or Contractor needs within the 3 day window a new date will be negotiated between the PM and the Contractor. The PM will then give the Contractor 3 days' notice of definite or hard scheduled sortie dates of execution. If a new date is required to replace a hard scheduled date and cannot be agreed upon by both parties; the party responsible for the date change request will be considered at fault. If the Government is at fault for nonperformance due to a hard scheduled date change that cannot be accommodated by the Contractor; the Contractor will be credited for one IP day for each day that is unable to be accommodated. If the Contractor is at fault for the change in a hard scheduled date which cannot be accommodated by the Government; no reimbursement will be provided.

1.8.3 Classroom Lecture. The Contractor will provide a one hour classroom lecture to all of the students that will cover the following information:

1.8.3.1 Aircraft familiarization to include a discussion of the basic systems of the aircraft (engines, electronics, hydraulics, flight controls, fuels, oxygen systems) and avionics.

1.8.3.2 Sensor Familiarization to include a discussion of the sensors on aircraft and operation of the sensors.

1.8.3.3 Aircraft emergency procedures to include egress of the aircraft from their position, fire extinguishers, and any other aircraft procedures.

1.8.3.4 Sufficient discussion of the proper operation of any seat restraints and associated egress procedures.

1.8.3.5 Basic discussion of the flight profile.

1.8.4 Preflight Briefs. The Contractor will provide a preflight brief the day of the flight that will include the specifics for that day's flight. This brief may include all the students for that day's schedule. This brief will cover the following:

1.8.4.1 Weather, Notices of Airman (NOTAMs) Call sign, Ops Number, Airfield status, and Bird Condition (this may be delegated to the student or staff member).

1.8.4.2 Take-off and landing data (if applicable).

1.8.4.3 All relevant checklists to include:

- 1.8.4.3.1 Sensors starting procedures.
- 1.8.4.3.2 Sensors operating procedures.
- 1.8.4.3.3 Sensors shutdown procedures

1.8.4.4 Planned profile and maneuvers to be flown.

1.8.4.5 Review of egress procedures.

1.8.4.6 Review of crew coordination during the most common emergency procedures.

1.8.5 Inflight Instruction. Each student will have between 0.5 – 0.7 hours at the sensor controls. Sortie duration is calculated from initial take-off to final touch down, plus five minutes for taxiing. Sortie completion determination will be the responsibility of the inflight TPS government representative. The PM will determine if the vendor has fulfilled all sortie requirements.

1.8.6 Post-flight Debrief. Upon sortie completion, the Contractor shall provide a post-flight debrief. The purpose of this debrief is to review learning objectives and answer student/staff questions. Typical post-flight debriefs should be approximately 0.5 hours.

1.8.7 Contract Line Item Numbers (CLINs)

1.8.7.1 CLIN 1 (Pilot Days): In order to receive credit for pilot days, the contractor shall provide at least one qualified instructor pilot (IP) with the ability to instruct students on aircraft-specific systems. Contractor IPs will ensure that they are on time for all scheduled events. One pilot day will be accrued for any day in which an IP is scheduled for a TPS flight event or academic training session, and the contractor is on time and ready to complete the event. If the aircraft is used for a non-TPS flight event, such as a post-maintenance check flight, the contractor will not accrue a pilot day for that flight. It is possible for the contractor to provide the aircraft without an IP, and a TPS staff member will act as the instructor for the sortie. In this case, the contractor will not accrue a pilot day.

1.8.7.2 CLIN 2 (Maintenance Days): The contractor shall provide qualified maintenance personnel with the ability to service and maintain the aircraft as well as complete basic repairs. These personnel will be present at the aircraft operating location and will ensure the aircraft is ready on time for all scheduled events. One maintenance day will be accrued for any day that the aircraft is scheduled for a TPS flight event that is supported by contract maintenance personnel, and the contractor is ready to complete the event. No maintenance days will be accrued for non-TPS flight events or for days that the aircraft is unable to fly due to maintenance issues. If qualified, the contractor IP may provide both pilot and maintenance support, but will only be credited for a pilot day in that case, and not both a pilot and a maintenance day.

1.8.7.3 CLIN 3 (Flight Hours): The expected sortie duration will be 3.0-5.0 hours (60 minutes per student), or about 20-25 hours total per deployment. Sortie completion determination will be the responsibility of the in-flight TPS government representative. If a sortie does not meet the training objectives due to an aircraft failure or non-performance of the contractor IP, then the hours for that flight will not be accrued towards the contract.

1.8.7.4 CLIN 4 (Ferry): The contractor will ensure the aircraft is on station and ready for all flight events. One ferry flight round-trip from the aircraft home station to the operating location is expected per deployment, but if scheduling restraints require additional ferry flights, these may be coordinated through the PM. The aircraft is expected to remain at the operating location for the entire time of the deployment, and will not be taken off-station without prior coordination with the PM. Any aircraft relocation that does not support the TPS mission will not accrue an additional ferry flight (such as taking the aircraft to an airshow over a weekend). All personnel travel is at the contractor's expense. Ferrying the aircraft on or off station does not result in a Pilot or Maintenance Day unless another scheduled event was accomplished on the same day.

1.8.7.5 CLIN 5 (Standby Days): For any days that the aircraft is on station between the first scheduled flight and the last scheduled flight of a deployment, and is ready to perform TPS events but is not scheduled, a standby day will be accrued. Examples of this include weekends, bad weather, and TPS schedule changes. Standby days will not be accrued outside of the first and last scheduled TPS flight dates. For example, if the aircraft is taken to the operating location on a Friday, but the first scheduled TPS flight is the following Monday, then Saturday and Sunday are not standby days. Also, standby days are not accrued if the contractor is unable to perform (aircraft down for maintenance or contractor IP not able to fly).

1.9 Aircraft Sensor and Communications Requirements.

1.9.1 The aircraft shall have the following sensors/capabilities:

1.9.1.1 Multi-mode air-to-ground radar with real beam/Doppler sharpened mapping modes or synthetic aperture imaging, and ground moving target (GMT/TMTI/dismounted GMTI) functionality, the ability to provide high accuracy geospatial coordinates (< 20 meters Circular error Probable (CEP)) in near real time, the ability to queue other sensors on the aircraft in real time is required.

1.9.1.2 A steerable daylight or low light level optical sensor (TV/LLTV) with near/mid band infrared (IR) imaging sensor. Both sensors should have imaging tracking functionality and the ability to provide high accuracy geospatial coordinate (< 30 meters CEP) in near real time, the ability to queue other sensors on the aircraft in real time is required.

1.9.2 The aircraft shall have the following communications systems capability:

1.9.2.1 VHF and UHF voice communications allowing the aircraft to operate in either military or NAS airspace/facilities is required.

1.9.3 The aircraft shall have the following navigation systems capability: Wide Area Augmentation System (WAAS) enabled GPS is required for area navigation is required.

1.9.4 The aircraft shall have the following instrumentation capability:

- 1.9.4.1 WAAS enabled GPS recording for truth data is required.
- 1.9.4.2 Digital video recorders to record displays at the main sensor positions (display video feed or OTS capture to DVR) is required.
- 1.9.4.3 Digital data recorders to record aircraft position is required.

1.9.5 The aircraft shall have the following student/passenger carrying capability: The ability to fly with at least one student at a sensor workstation, the ability to fly with at least two students plus one TPS systems instructor, and the ability to rotate students between the sensor workstation and passenger seating inflight.

1.10 Minimum Qualifications.

1.10.1 The Pilot and Co-Pilot. The Pilot(s) shall possess at a minimum the following qualifications:

- 1.10.1.1 FAA Commercial Pilot Certificate
- 1.10.1.2 Type rating, Letter of Authorization or proper log book endorsement as required by 14 CFR, Part 61 or 91.
- 1.10.1.3 Current and qualified in aircraft type as required by 14 CFR, Part 61.57.
- 1.10.1.4 1,000 Flight hours, 200 hours in type.

1.10.2 The Sensor Operator/SME: The Sensor SME will be thoroughly familiar with the sensor package and must be able to instruct the students and staff on the operation of the sensors. Must submit a resume of experience concerning the sensor package on board the aircraft.

1.10.3 The Aircraft: Aircraft safety equipment certifications shall be current and are subject to inspection by Government personnel. Safety features of the aircraft that are inoperable (such as bailout exits) shall be clearly placarded. Egress system components will be inspected and must not exceed the service life as determined by an FAA approved maintenance plan. The TPS Commandant is the final authority on acceptability of aircraft safety maintenance practices.

1.10.3.1 The Contractor shall maintain airworthiness of the aircraft in accordance with (IAW) the requirements of 14 CFR, Part 91 (www.faa.gov/regulations_policies/faa_regulations). The Contractor shall provide a copy of the current FAA airworthiness certificate(s).

1.10.3.2 While at EAFB, the Contractor shall operate IAW applicable portions of Air Force Instruction (AFI) 21-101, Maintenance Management of Aircraft. If it is determined by the PM that the maintenance practices are not in compliance with AFI 21-101, or deemed to be unsafe in any way, the aircraft shall be grounded and the Contractor shall be considered at fault for nonperformance.

1.10.3.3 The Contractor is liable for any damage or loss of the aircraft.

1.10.3.4 The Contractor shall submit current copies of the following documentation as part of their proposal:

1.10.3.4.1 DD Form 2400, Civil Aircraft Certificate of Insurance, three originals signed in blue ink.

1.10.3.4.2 DD Form 2401, Civil Aircraft Landing Permit, three originals signed in blue ink.

1.10.3.4.3 DD Form 2402, Civil Aircraft Hold Harmless Agreement, three originals signed in blue ink.

1.10.3.4.4 Weight and balance.

1.10.3.4.5 Maintenance logs.

1.10.3.4.6 FAA Airworthiness certificate.

1.10.3.4.7 Special Operating limits (if applicable)

1.10.3.4.8 Aircraft Registration.

1.10.3.4.9 System Manuals

1.10.3.5 The Contractor shall make aircraft available for a no-notice inspection throughout contract performance.

1.10.3.6 The Contractor shall supply their own means of fuel for aircraft transit to EAFB. If fuel is needed off-station, the Government will not pay or reimburse costs incurred off-station during the performance period.

SECTION II

2.0 SERVICE SUMMARY

2.1 General. The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. **Unless indicated elsewhere these performance objectives will be measured monthly.** The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

2.2 Performance Evaluation. Performance of a service shall be evaluated to determine whether or not it meets the performance requirements of this contract re-performance of unacceptable services at no additional cost is the preferred course of action when appropriate. In the case of issued Corrective Action Reports (CARs), the CO shall take appropriate measures according to the "Inspection of Services" clause.

Performance Objective	Performance Threshold
Provide sufficient quality of instruction	9 out of 10 of the student/staff critiques are satisfactory or better
Provide suitable aircraft with minimum required equipment in mission ready condition	Aircraft availability rate 9 out of 10 times
Provide qualified instructor pilots for scheduled training events	IPs are ready to complete all of scheduled events on time
Provide qualified maintenance personnel such that the sortie requirements are met	Aircraft is ready to complete all of scheduled events on time

SECTION III

3.0 GOVERNMENT FURNISHED PROPERTY and SERVICES

3.1 Government Furnished Property.

3.1.1 Aircraft Parking and Last Chance Inspection Area. The government will provide ramp space and Last Chance Inspection Area. At the discretion of the Government, contract aircraft and support equipment may be stored at TPS, however, the Contractor will be required to provide proof of insurance and assume responsibility for any damages that may occur. The Government will not provide hangar space on a regular basis. Upon request, hangar space may be provided at the PM discretion. Additionally, TPS must be able to relocate equipment at any time.

3.1.2 Classroom and Briefing Rooms. The Government will provide classrooms, briefing rooms with multi-media equipment. These facilities shall be made available to the instructors as required. This includes projection capabilities for PowerPoint slides, video projection with audio, and dry-erase white boards in the classrooms and briefing rooms. All computer support shall be PC based. The Contractor shall ensure that any room provided by the Government is left in a clean and orderly appearance.

3.1.3 Office space. The Government will provide workspace, desks, and storage for curriculum and personal reference materials.

3.1.4 Storage. The Government will provide a secured area for storing tool boxes, ladders, and tow bars, however, Contractor shall be responsible for all loss, theft, or damage to any equipment stored at the government facility.

3.2 Government Furnished Services.

3.2.1 Custodial Service. The Government shall provide custodial services for restroom facilities in base facilities IAW the current base custodial contract. All inquiries regarding scheduling and level of custodial services will be directed to the PM and/or CO.

3.2.2 Emergency Medical Services. Edwards AFB will provide emergency medical services for Contractor personnel in performance of services under this contract base IAW AFI 41-115, Chapter 1. The Contractor shall reimburse the Government for treatment provided at the current reimbursement rate for non-authorized user IAW Air Force Handbook 41-114, para 42. The Contractor shall provide to the 412th Medical Group, the name of a physician and/or hospital to which injured personnel can be transferred for further treatment and care after receiving initial emergency treatment on base. All mishaps will be promptly reported to the base safety office through the Contracting Officer Representative (COR).

3.2.3 Postal/Installation Distribution. The Base Information Transfer System is available for official government mail, messages and information pickup distribution point at USAF TPS.

3.2.4 Refuse Collection. The Government will provide refuse collection services. The Contractor shall take refuse to the nearest dumpster on a regular basis. The Contractor shall comply with all installation recycling programs, refuse volume reduction programs and hazardous waste collection policies IAW base policies.

3.2.5 Security Police and Fire Protection. Emergency Phone number for Security Forces Squadron and Fire Protection from a landline is 911. Command post number is 661-277-3040.

3.2.6 Telephone and Internet Service. The Government will provide local and DSN telephone services FOR OFFICIAL USE ONLY at no cost to the Contractor. Commercial long distance calls shall be at the Contractor's expense. The USAF TPS Wifi will be provided to the Contractor.

3.2.7 Utilities. The Government will provide all electricity, water, and sewage at no additional cost to the Contractor. The Contractor shall instruct employees in utilities conservation practices. The

Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or vales after using the required amount to accomplish requirements under this PWS.

3.2.8 Aircraft Fuel. The Government will provide all fuel needed during the performance of this contract at no cost to the Contractor, except for fuel required for the ferry flight to EAFB. Additionally, the Government will provide a full load of fuel upon performance completion at EAFB.

SECTION IV

4.0 GENERAL INFORMATION

4.1 Hours of Operation. The Contractor shall perform the services required under this contract during the following hours: Sunrise to end of Civil Twilight, Monday through Friday except Federal Holidays or when the government facility is closed due to local or national emergencies, administrative closings, or similar government directed facility closings. For other than firm fixed price contracts, the Contractor will not be reimbursed when the government facility is closed for the above reasons. On occasion, an employee will be required to work on weekends and Federal Holidays. The Government will notify the Contractor within 24 hours of such occurrence. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the

government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

4.1.1 Recognized Holidays. The Contractor is not required to perform services on holidays listed below.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

* If the holiday falls on a Saturday, it will be observed on the preceding Friday. If the holiday falls on Sunday, it will be observed on the following Monday.

4.1.2 Work Schedules, Leave, and Absences. Monthly schedules will be provided for the upcoming work month to the PM and CO. Any changes in the scheduled shall be coordinated between the Contract Manager and both the PM and CO.

4.2 Contractor Personnel.

4.2.1 Contract Manager. The Contractor shall provide a Contract Manager and alternate(s) who are knowledgeable of the airborne sensor platform. The Contractor shall submit the name, address, and telephone number of the Contract Manager to the CO within two days of contract start date. The list shall be kept current throughout the life of the contract. The Contract Manager or alternate(s) shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Contract Manager or alternate(s) shall be available within 72 hours to meet on the installation with Government personnel designated by the CO to discuss problem areas. The Contract Manager and alternate(s) shall be able to read, write and speak English. The Contract Manager shall be able to effectively communicate with Contractor employees.

4.2.1.1 Personnel Roster. The Contractor may be required to provide a personnel roster consisting of names and other pertinent personnel data to the requiring activity for the purposes of 100% accountability real-world and exercise situations. The personnel roster shall be updated as individuals are added or removed.

4.2.1.2 Contractor Manpower Reporting Application (eCMRA). The Contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via the secure data collection site (i.e. CMRA). The Contractor shall register in eCMRA within 30 days of contract award. The Contractor is required to completely fill in all required data fields using the following web address <http://www.ecmra.mil>. Reporting inputs will be for the labor executed during the period of performance during each government Fiscal Year (FY), which runs 1 October through 30 September. While inputs may be reported any time during the FY, all

data shall be reported no later than 31 October of each calendar year. Contractors may direct questions to the above eCMRA help desk.

Information from the secure website is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data. Data for Air Force service requirements must be input at the Air Force CMRA link, however, user manuals for government personnel and contractors are available at the CMRA link.

4.2.2 Contractor Employees. The Government reserves the right to restrict the employment, under this contract, of any contractor employee or prospective contractor employee who is identified as a potential threat to health, safety, security, general wellbeing, or the operational mission of the installation and its population. The Contractor shall perform background checks, at the Contractor's expense, to ensure that said employee(s) has not been convicted of any sexual crime or any crime against children.

4.2.2.1 Alcohol/Drug Use. The consumption of alcoholic beverages or illegal drugs by contractor personnel, while on duty, is strictly forbidden. The Contractor shall immediately remove any employee who is under the influence of alcohol or drugs.

4.2.2.2 Appearance. Contractor personnel shall present a neat appearance. Contractor's uniform must be easily recognized. This shall be accomplished by wearing distinctive clothing preferably bearing the name of the company and by wearing badges that contain the company name and the employee name.

4.2.2.3 Certifications. Contractor employees shall have current and valid professional certifications and licenses required to perform the work in this PWS, prior to contract award. All certifications and licensing requirements by Federal, State, and local agencies shall be complied with at the Contractor's expense.

4.2.2.4 Contractor Qualifications. The Contractor shall utilize employees possessing adequate training, skills, and knowledge to perform the requirements of this contract.

4.2.2.5 Employee Training. The Contractor shall give all training required to meet requirements of the PWS unless otherwise specified within the PWS or as otherwise approved by the CO. The Contractor shall maintain training and experience records for each employee during the period of this contract that reflect sufficient personnel are qualified to accomplish all tasks required by this contract and provide status of employee training upon Government request.

4.2.2.6 English Language. Employees who deal directly with customer will be required to effectively communicate with the customers in English. This requirement is strictly for the purpose of efficiently performing the contract tasks.

4.2.3 Use of Government Employees. The Contractor shall not employ any person who is an employee of the U.S. Government if employing that person would create a conflict of interest. In addition, the Contractor shall not employ any person who is an employee of the Department of Defense

(DoD) if such employment would be contrary to the policies contained in AFI 64-106, Chapter 1, *Industrial Labor Relations Activities*.

4.2.3.1 Employment of Spouses/Dependents. The Contractor shall not employ any person who is a spouse or dependent child of a DoD employee (either military or civilian) when such employee would be placed in a conflict of interest or appearance of conflict of interest by virtue of such employment.

4.2.3.2 Off-duty Military Personnel. The Contractor is cautioned that off-duty active military personnel hired under this contract may be subject to permanent change of station, change in duty hours, or deployment. Military Reservists and National Guard members may be subject to reorder to active duty. The abrupt absence of these personnel could adversely affect the Contractor's ability to perform, however, their absence at any time shall not constitute an excuse for nonperformance under this contract.

4.2.3.3 Identification of Contractor Employees. All contract personnel attending meetings, answering government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

4.2.3.4 Personal Conflict of Interest. The term "Personal Conflict of Interest" means that a contractor employee assigned to the contract has interest which (i) may diminish his/her capacity to give impartial, technically sound, objective assistance and advise in performing this contract, (ii) may otherwise result in a biased work product under this contract, or (iii) may result in an unfair competitive advantage.

1. Financial Interest. A contractor employee shall not participate (i.e. recommend, influence, or decide) in any particular matters that will have a direct or predictable effect on the financial interests of that employee, his/her spouse or minor child, or organization in which he/she serves as officer, director, trustee, general partner or employee and/or any person or organization with whom he/she is negotiating or has an arrangement concerning prospective employment that may otherwise cause a reasonable person to question his/her impartiality.

2. Financial Disclosure Form. The Contractor shall obtain the financial disclosure agreement, similar in form/content of the Office Government Ethics Form 450, for each employee assigned to the contract. The Contractor shall also obtain financial disclosure for all subcontractor employees assigned to the contract.

3. Post Award Disclosure. If after award, the Contractor discovers an employee's financial conflict of interest, with respect to this contract, it shall make an immediate and full disclosure in writing to the CO. The disclosure shall include identification of the conflict, the manner in which it arose, and description of the action the Contractor has taken or proposed to take to avoid, eliminate, or neutralize the conflict. The Government may, however, terminate the contract. If the Contractor does not disclose the conflict of interest within ten (10) working days of becoming aware of such conflict, the

Government may terminate the contract and the Contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee there under. Further, such cost shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

4.2.3.5 Privately Owned Vehicles. Each contractor employee driving a privately owned vehicle on the installation must carry minimum liability insurance as required by the State. Contractor employees shall adhere to all posted speed limits and shall not use handheld cellular telephones while driving on the installation for phone calls or texting. Use of seatbelts is mandatory. Any contractor employee cited for driving under the influence will have their driving privileges immediately revoked for a period to be determined.

4.3 Safety. It is the Contractor's responsibility to ensure its employees and managers have a comprehensive understanding of and full compliance with OSHA requirements. Detailed information is available on the OSHA website at <http://osha.gov>. It is the Contractor's sole responsibility for compliance with OSHA, Public Law 91-596. The Contractor shall comply with all Federal, State, local laws, and AFIs for the protection of their employees while working on an Air Force Installation or property. The protection of contractor employees is exclusively the obligation of the Contractor. The Contractor shall manage all work areas to ensure the safety of building occupants, base personnel, or visitors in or near the areas. The contractor shall submit a Safety and Health Plan that describes the capabilities and processes to ensure compliance with safety and health requirements during the performance of the work described in the solicitation. The Contractor's plan shall include appropriate measures to ensure the Contractor reacts promptly to investigate, correct, and track alleged safety and health violations and/or uncontrolled hazards in contract work areas. The Contractor must ensure that personnel are properly trained on the equipment that they are tasked to operate. The Contractor shall develop site specific mishap reporting procedures which result in damage to government property or injury to Air Force personnel. These procedures are to be included in the safety and health plan for review. In accordance with AFI91-902, Air Force Materiel Command Supplement, Safety Program, the Contractor shall submit a Safety and Health Plan to contracting for review and acceptance by the safety office prior to contract award.

4.3.1 Safety Equipment. The Contractor shall furnish proper personal safety equipment for its employees in performance of this contract. Safety equipment includes flight approved uniforms and shoes/boots, eyewear, aviation headsets, and gloves.

4.3.2 Safety Threats. The Contractor shall not employ persons for work on this contract if such employees are identified to the Contractor by the CO as a potential threat to the health, safety, security, general wellbeing or operation mission of the installation and its population.

4.3.3 Substance Abuse Testing. Contractor employees shall be subject to substance abuse testing as a result of a mishap investigation when an individual's actions or inactions are suspected as factors in a mishap sequence. The CO/Functional Commander may identify the employee to be tested and the drugs and substances for which those employees must be tested for. The service provider shall accomplish the specified testing using a certified (i.e. certified lab that meets Department of Health and Human Services/Substance Abuse and Mental Health Services Administration certification) medical substance abuse testing facility. Results of the test(s) shall be provided to the Government solely for the purpose of completing an investigation.

4.4 Security Requirements.

4.4.1 Restricted Area Badges. The Contractor shall obtain a Restricted Area Badge for all personnel from the USAF TPS for entrance to restricted areas prior to commencing work under this contract.

4.4.2 Contractor Access to Air Force Installation(s).

1. The Contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor furnished contractor identification badges while visiting or performing work on the installation(s).

2. The Contractor shall submit a written request on company letterhead to the CO listing the following: contract number, location of work site, start and stop dates, and names of contract/subcontract employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The CO will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, and valid vehicle insurance certificate, to obtain a vehicle pass.

3. During performance of the contract, the Contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site. When work under contract requires unescorted entry to controlled or restricted areas, the Contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program and AFI 31-501, Personnel Security Program Management. Upon completion or termination of the contract or expiration of the identification passes, the Contractor shall ensure that all base identification passes issued to contract/subcontract employees are returned to the issuing office. Failure to comply with these requirements may result in withholding of final payment.

4.5 Emergency Operations/Mission Essential Personnel. In accordance with Department of Defense Instruction 1100.22 (12 Apr 10), Continuation of Essential DoD Contractor Services During Crises, DFARS 237.76, Continuation of Essential Contractor Services, and the Air Force implantation thereof, unless otherwise directed by an authorized government representative, it is determined that the Contractor, as identified in this PWS, are not essential for performance during an emergency or crisis

4.6 Environmental Protection. The Contractor shall comply with all applicable Federal, State, and local laws, regulations, and standards that are or may become applicable to the Contractor's activities in performance of this PWS. During on-site EAFB operations:

4.6.2 FAR Clause 52.223-19, Compliance with Environmental Management Systems. The Contractor's work under this contract shall conform with all operational controls identified in the

applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the government to address environmental performance relative to the goals of the Environmental Management Systems.

4.6.3 AFFARS Clause 5352.223-9001, Health and Safety on Government Installations.

4.6.3.1 In performing work under this contract on a government installation, the Contractor shall:

4.6.3.1.1 Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and government personnel performing or in any way coming in contact with the performance of this contract; and

4.6.3.1.2 Take such additional immediate precautions as the CO may reasonably require for health and safety purposes.

4.6.3.2 The CO may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be IAW the changes clause of this contract.

4.6.3.3 Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the CO, shall be grounds for termination of this contract IAW the default clause of this contract.

4.6.4 Permit. The Contractor shall be solely responsible for obtaining, at its cost and expense, any environmental permits required for its operations under the contract, independent of any existing permits held by the Government. Any and all environmental permits required for any of the Contractor's operations or activities would be subject to prior concurrence of the Government. The Contractor acknowledges that the Government will not consent to being named a secondary discharger or co-permittee for any operations or activities of the Contractor under the contract. In the event the Government is named as a secondary discharger or co-permittee for any activity or operation of the contract, the Government shall have the right to take reasonable actions necessary to prevent, suspend, or terminate such activity or operation, including terminating this contract, without liability or penalty.

4.6.5 Right to Inspect. The Government's rights under this contract specifically include the right for government officials to inspect upon reasonable notice the work site for compliance with environmental, safety and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The Government normally will give the Contractor twenty-four (24) hours prior notice of its intention to inspect, unless it determines that entry is required for safety, environmental, operations or security purposes.

4.6.6 Non-compliance. If the Contractor is found to not be in compliance with any of these regulations, there may be a cause for the operation to shut down until the Contractor, when within the Contractor's control or the Government, has remedied the problem. Any sanitary deficiencies shall require immediate correction.

4.6.7 Spill Response. The Contractor is responsible to report and promptly clean up all spills in a manner consistent with current environmental regulations. In the event that it is necessary to utilize government material, equipment, or personnel to clean up a contractor caused spill, the Contractor shall be required to reimburse the Government for all associated costs.

4.6.8 Audit. This contract may be subject to audit by any and all cognizant government agencies. The Contractor shall make available all records, which it maintains with respect to this contract, to such agencies.

4.6.9 Failure to Insist on Compliance. The failure of the Government to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this contract shall not be construed as a waiver or relinquishment of the Government's right to the future performance of any such terms, covenants or conditions and the Contractor's obligations in respect to such future performance shall continue in full force and effect.

4.7 Miscellaneous Paragraphs.

4.7.1 Freedom of Information Act (FOIA). All official Government records affected by this contract are subject to the provisions of the FOIA (5 U.S.C. 552/DoD 5400.7-R/AF Supplement). Any request received by the Contractor for access/release of information from these records to the public (including Government/Contractor employees acting as private citizens), whether oral or in writing, shall be immediately brought to the attention of the CO for forwarding to the Base FOIA Manager to ensure proper processing and compliance with the Act.

4.7.2 For Official Use Only (FOUO). The Contractor shall comply with DoD 5400-7-R, Chapter 4, DoD Freedom of Information Act (FOIA) Program requirements. This regulation sets policy and procedures for the disclosure of records to the public and for marking, handling, transmitting, and safeguarding FOUO material.

4.7.3 Notification of Debarment/Suspension Status. The Contractor shall provide immediate notice to the Contracting Officer in the event of being suspended, debarred or declared ineligible by any other Federal Department or agency, or upon receipt of a notice of proposed debarment from another DOD Agency, during the performance of this contract.

4.7.4 Official Correspondence. The Government singularly identifies each project with a contract number at time of award. The contract number is a unique identifier to purposely and permanently represent an awarded project. The Government issued contract number is to be referenced on all official communication starting upon notice of award.

4.7.5 Post Award Conference. The Contractor agrees to attend any post award conference convened by the Contracting Officer IAW FAR Part 42.5. These meetings shall be at no additional cost to the Government.

4.7.6 Privacy Act. Work on this contract may require that personnel have access to information protected by the Privacy Act. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations when handling such information.

4.7.7 Records. All records created and received by the Contractor in the performance of this contract shall be maintained and readily accessible. Records shall remain the property of the Government.

4.7.8 Safety Concerns. The Contractor is solely responsible for compliance with OSHA standards for the protection of their employees. The contract manager shall ensure specific safety requirements in AFOSH standards and Air Force technical orders are complied with by Contractor personnel when non-compliance would clearly present the potential to harm or damage Government resources. (See AFI 91-301, paragraph 9 and AFI 21-101 paragraph 2.16.) The Air Force is not responsible for ensuring that Contractors comply with “personal” safety requirements that do not present the potential to damage Government resources.

4.7.9 Insurance. The Contractor shall obtain the necessary insurance as required by FAR part 28.3. The minimum amounts of insurance will be maintained IAW FAR 28.307-2.

4.7.10 Fire Prevention. The Contractor shall take all necessary precautions to prevent fires in the units, contractor furnished and government furnished facilities while performing any work under this contract. In the event fires do occur, the Contractor shall immediately notify the Base Fire Department at 911. The Contractor shall then notify the requiring activity and the CO. The Contractor shall brief and document its employees monthly in fire safety issues and procedures in reporting fires.

4.7.11 Hazardous Materials. The Contractor shall ensure that all contractor employees complete the local Air Force Hazardous Communication, HAZMAT and hazardous waste training. The Contractor shall appoint a primary and alternate HAZMAT and Hazardous Waste monitor. Monitors are responsible for training all contractor personnel regarding hazardous material containers maintained on base and complete MSDSs immediately upon receipt of new chemicals, products, or materials.

4.7.12 Inclement Weather. If the base closes due to inclement weather, the Contractor will be released, by the installation commander, with the general population of the base at no decrement to contract price. The Contractor will follow the local procedures for reporting in inclement weather as advertised on local television and radio stations.

4.7.13 Weapons, Firearms, Ammunition. Contractor/Subcontractor employees are prohibited from possessing weapons, firearms, or ammunition on themselves or within their Contractor-owned privately owned vehicles while on base.

SECTION V

5.0 APPENDICES & EXHIBITS

APPENDIX 1 Definitions, Abbreviations, and Acronyms

Contracting Officer (CO). The duly appointed Government agent authorized to award or administer contracts. The contracting officer is the only person authorized to contractually obligate the Government.

Corrective Action Report (CAR). Used to document unacceptable performance by the Contractor.

Government Furnished Property (GFP). Facilities, equipment, tools, supplies, parts, or any other items furnished for the concessionaire's use by the Government.

Contracting Officer Representative (COR). Individual who monitors a Contractor on a daily basis and who is involved in every aspect of a contract to ensure the Contractor is in compliance with that contract.

Standard. An exact value, a physical entity, or an abstract concept, established and defined by authority, custom, or common consent to serve as a reference, model, or rule in measuring quantities or qualities, establishing practices or procedures, or evaluating results. A fixed quantity or quality. A defined measure of comparison.